# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

IN RE	: ea Nicole Benavides	999	CASE NO. Chapter 13	18-52638G			
	Debtor(s)	§					
		TER 13 PLAN ANI UATION AND LIE					
		□ AMEND	<u>ED</u>				
confi	u oppose the Plan's treatment of your clain irmation no later than fourteen (14) days b	efore the confirmation I	hearing date.				
	of the singular word "Debtor" in this Plan in kruptcy Code unless otherwise noted.	ncludes the plural wher	e applicable. All section	references ("§")	are to the		
Plan i	ollowing matters may be of particular impor includes each of the following items. If a effective if set out later in the Plan.	an item is checked as "	Not Included" or if both b	line to state wi oxes are checke	hether or not the ed, the provision will		
		1. Plan Over	view				
1.1	A limit on the amount of secured claim be claim, set out in Sections 7.8 and 7.9, when payment at all to the secured creditor			☐ Included	<b>☑</b> Not included		
1.2	Avoidance of a wholly unsecured lien or nonpurchase-money security interest, se	judicial lien or nonposs et out in Sections 7.9 ar	sessory, nd 7.10	☐ Included	✓ Not included		
1.3	Nonstandard provisions, set out in Section	on 8		☑ Included	☐ Not included		
		2. Plan Sum	mary				
2.1	Debtor's Plan payment will be\$1,8  ✓ Payroll Order, or ☐ Direct (Mone follows:		paid by 🔲 3rd Party E heck). Variable payment				
	Months		Amount of Monthly Pa	yment			
	The term of the Plan is60 month is\$108,000.00	hs. The gross amount	to be paid to the Trustee	(sometimes, the	e "base amount")		
2.2	Under this Plan, the Trustee will pay all allowed priority claims in full; all allowed secured claims to the extent of the value of the collateral or the amount of the claim, whichever amount is provided for in Sections 7.7 and 7.8; and approximately						
	This Plan does not allow claims. A cr distributions under the plan as confir Local Bankruptcy Rules for the Weste this Division for information on proce	med. Creditors are re ern District of Texas,	eferred to the Federal R and the Standing Order	ules of Bankrup	otcy Procedure, the		
23	The aggregate value of Debtor's non-ex	empt assets is:	\$0.00 .				

3. Vesting of Estate P	ro	perty	y
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П	Upon confirmation of the Plan, all property of the estate SHALL vest in the Debtor, shall not remain property of the
_	estate, and shall not be subject to the automatic stay of § 362; provided however, in the event of conversion of this
	case to chapter 7 the property of the Debtor as of the petition date should revest in the estate.

Upon confirmation of the Plan, all property of the estate SHALL NOT vest in the Debtor, shall remain property of the estate, and shall remain subject to the automatic stay of § 362.

#### 4. Tax Refunds and Annual Tax Returns

#### 4.1 Tax Refunds.

Debtor

All tax refunds received by Debtor (or either Debtor if a joint case) while the chapter 13 case is pending shall be allocated as set forth below:

- 1) The total amount of the aggregate tax refund(s) received for any tax period that exceeds \$2,000.00 shall, upon receipt, be paid and turned over to the Trustee as additional disposable income and such amount shall increase the base amount of the Plan. The Plan shall be deemed modified accordingly, and the Trustee will file a notice of plan modification within 21 days of receipt of the tax refund;
- 2) This \$2,000.00 annual limit shall apply to both joint-debtor and single-debtor cases;
- 3) The \$2,000.00 otherwise retained by Debtor must first be applied to any Plan arrearages;
- 4) Notwithstanding subparagraph (1) above, Debtor may file a notice to retain the portion of the tax refund otherwise payable to the Plan under subparagraph (1) with twenty-one (21) day negative notice as set forth in Local Rule 9014(a) if, at the time of receipt of a refund, Debtor's Plan provides for the payment of 100% of allowed general unsecured claims within the term of this Plan. If the Trustee does not object within the twenty-one (21) day negative notice period, Debtor may retain that portion of the tax refund.

The Trustee is hereby authorized to endorse a tax refund check if the check is made payable to Debtor.

#### 4.2 Annual Tax Returns.

Debtor shall provide a copy of the annual post-petition income tax return to the Trustee if requested to do so or if required to do so pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending. If this is a joint case, each Debtor shall comply with this provision if separate returns are filed.

#### 5. Pre-Confirmation Adequate Protection Payments

Pre-confirmation adequate protection payments under § 1326(a)(1) and § 502(b) shall be made as provided below, and pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending:

- A. All pre-confirmation payments if required by § 1326(c) and proposed below will be made by the Chapter 13 Trustee without further order of the Court. Such payments shall be considered payments pursuant to § 1326(a) and 28 U.S.C. § 586(e).
- B. If the Debtor fails to make the required plan payments and funds on hand are not sufficient to pay all preconfirmation adequate protection payments due, then such payments shall be paid on a pro rata basis, with the exception of ongoing monthly mortgage payments made by the Trustee.
- C. Monthly pre-confirmation adequate protection payments will be calculated from the date the first plan payment is due. To receive adequate protection payments, a secured creditor must have on file with the Clerk of the Court a timely filed and allowed proof of claim. The proof of claim must include proof of the creditor's security interest and shall be served on the Chapter 13 Trustee, the Debtor and Debtor's attorney. The Trustee will thereafter commence disbursement of pre-confirmation adequate protection payments in the next regularly scheduled monthly disbursement following the filing of the claim, subject to normal operating procedures.

Debtor	Andrea Nicole Benavides				Case number <u>18-52638G</u>			
	D. The Debtor proposes the following pre-confirmation adequate protection ("AP") payments. The Trustee shall apply pre-confirmation adequate protection payments to accrued interest, if applicable, and then to principal. AP paymen shall cease upon confirmation of the Plan.							
Cred	itor & Collateral		nthly AP ment	H	nterest Rate, f Claim is Over Secured	Other Tre Remarks		
	6. Executory Co	ntracts / Unex	pired Lea	ses	/ Contracts for D	eed		
6.1	Pursuant to § 1322(b)(7) and § 365, Debt leases, and/or contracts for deed as foll		ects to ass	ume	the following e	xecutory c	ontracts, unexpired	
Cred	itor	Propert	y or Contr	act [	Description		Current Monthly Payment to be Paid Directly by the Debtor	
6.2	Pursuant to § 1322(b)(7) and § 365, Debiteses, and/or contracts for deed:	tor hereby ele	ects to reje	ect th	t the following executory c		ontracts, unexpired	
Cred	itor		Proper	rty				
		7. Treatm	nent of Cla	ims				
7.1	Administrative Claims and Request for	t for Attorney Fees.						
	The Trustee shall collect the allowed statutory Trustee fee upon receipt of all monies paid by or on behalf of Debtor. All other administrative claims, including Debtor's attorney fees, shall be paid according to the terms of this Plan.							
	Upon confirmation of the Plan, the Court at claim for legal services performed in this capplications for additional award of attorne Western District of Texas, and the Standin pending. If additional monies are available class on a pro rata basis. The Trustee sha	ase in accorda y fees pursual g Order for Ch e, the Trustee	nce with the nt to the Ba napter 13 A may, within	ne ap ankru dmir his o	pplicable benchma uptcy Code, Local histration for the co or her discretion,	ark. Debtor Bankrupto livision in w disburse su	y Rules for the hich this case is	
Debt	or's Attorney	Amount of F		_	rment thod:	Addition		
Malais	se Law Firm		\$2,600.00		Standing Order Other	See spec	ial provisions	
7.2	Priority Claims.							
	All allowed claims entitled to priority under the Trustee, unless: (1) the holder of a par provided for under § 1322(a)(4). Unless the the Plan identifies a creditor's claim as a pro- claim shall be treated as a general unsecu- for a debt that was either not scheduled or priority claim unless otherwise ordered by	ticular claim ag ne Plan provid riority claim an red claim unle scheduled as	grees to a description of the credition of the creditions of the creditions of the credition of the creditio	differ se, th tor fil se or unse	ent treatment of some distributions shall be the claim as a dered by the Coucured claim, the	such claim; all be made general un urt. If any pi claim shall	or (2) such claim is by the Trustee. If secured claim, the riority claim is filed be allowed as a	

The amount set forth in the Plan is an estimate and if the actual allowed claim is in a different amount, the amount to be paid pursuant to the Plan shall be the amount due on the allowed claim.

otherwise ordered by the Court or unless specifically allowed under § 1322(b)(10) and provided for below.

<u>Domestic Support Obligations ("DSO").</u> The Trustee shall pay all pre-petition DSO claims through the Plan unless the Court orders otherwise. Debtor shall pay all DSO payments that accrue post-petition directly to the holder, or the holder's agent, pursuant to the terms of the DSO.

The Trustee shall disburse payments to the following creditors holding priority claims:

Creditor Description	Est. Claim Amount	Est. Monthly Payment
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If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

#### 7.3 Arrears on Assumed Executory Contracts/Leases/Contracts for Deed.

The Trustee shall disburse payments for arrears to creditors holding assumed executory contracts, leases, and/or contracts for deeds. The amounts listed below by Debtor are estimates. If a creditor files a proof of claim and the claim for arrears or the ongoing monthly payment is in a different amount than stated below, the payments under the Plan shall be based on the creditor's claim unless a different amount is established by court order.

Those creditors holding claims within this class are as follows:

Creditor & Collateral	Arrears & Treatment of	Amount of Ongoing Monthly
	Arrears Through the Plan	Payment Through the Plan

#### 7.4 Collateral to be Surrendered.

Upon the entry of an order confirming the Plan or an order modifying the Plan, the stay shall automatically terminate with regard to the collateral surrendered. Upon entry of such order, the creditor shall have ninety (90) days from the date of the order to file a claim or amended claim as to any deficiency balance that may remain, and such deficiency balance will be paid as a general unsecured claim. Any such claim is subject to objection.

Debtor surrenders the following collateral:

|--|

# 7.5 Creditors to be Paid Directly by Debtor (Other Than Mortgage Creditors), by a Third Party, or by a Co-Debtor. [USE ONLY IF THERE IS NO DEFAULT]

Creditors within this class shall retain their liens on the collateral that is security for the claim until the claim has been paid in full as determined by the note and/or applicable non-bankruptcy law.

If certain claims are paid directly by Debtor to creditor, Debtor shall be deemed acting as a disbursing agent under the Plan for payment of such claim. Such payments shall be made in addition to the payments by Debtor to the Trustee and are deemed to be payments made pursuant to the Plan.

The following creditors shall be paid directly by Debtor, a Third Party, or a Co-Debtor:

Creditor / Collateral	Debt Owed	Monthly Payment	Remarks	Identify Payer	
Bexar County 1902 Mountain Star	\$4,460.00	\$0.00	Annual property taxes	Escrow	
River City FCU	\$0.00	\$380.00	Paid Direct From Ins Procee	Debtor	

Debtor

Wachovia Mortgage/World Savings and Loan

\$0.00

\$970.00 Direct pay 1st due date after Debtor

### 7.6 Mortgage Creditors: Ongoing Mortgage Payments and Direct Mortgage Payments on Debtor's Principal Residence.

Unless the Debtor is current on the mortgage on the petition date, or otherwise provided for under <u>PLAN PROVISIONS</u>

8. Nonstandard Plan Provisions, the Trustee shall pay all post-petition monthly mortgage payments to the mortgagee. Ongoing mortgage payments will be in the amount stated in the allowed proof of claim or pursuant to a Court Order. If Debtor makes a Plan payment that is insufficient for the Trustee to disburse all ongoing mortgage payments required below, the Trustee shall hold plan payments until a sufficient amount is received to make a full ongoing mortgage payment. Debtor shall provide to the Trustee all notices received from Mortgage Creditors including statements, escrow notices, default notifications, and notices concerning changes of the interest rate if a variable rate mortgage. The automatic stay is modified to permit Mortgage Creditors to issue such notices.

The Trustee shall be authorized to make changes to the ongoing monthly mortgage payments based on Notice filed pursuant to Bankruptcy Rule 3002.1(b) and to pay fees, expenses, and charges based on Notice filed pursuant to Bankruptcy Rule 3002.1(c). The Trustee may request that the Debtor file amended Schedules I and J, and the Debtor shall do so on or within thirty (30) days after receiving such a request from the Trustee. If Debtor lacks the disposable income to pay the ongoing mortgage payment, the Trustee may seek dismissal. The Debtor or the Trustee may seek to modify the Plan based on Debtor's current income, Debtor's ongoing mortgage payment obligations, or as otherwise provided in § 1329.

Alternatively, upon the filing by a Mortgage Creditor of a Notice pursuant to Bankruptcy Rule 3002.1(b) or 3002.1(c), the Trustee may file a Notice of Increase of Plan Payment with the Court if the Trustee reasonably believes that, under the circumstances, the increased payment should be Debtor's responsibility. The Trustee shall serve the Notice of Increase of Plan Payment on Debtor and Debtor's counsel. Such circumstances include but are not limited to: (1) increase in the mortgage payment or claim for expense is caused by Debtor's failure to pay tax, insurance or other obligations to the mortgagee that the Debtor was required to pay directly; (2) cases in which the Debtor is paying less than the Debtor's full disposable income because the Debtor has agreed to pay a 100% dividend to general unsecured creditors; and (3) cases where, because of the increase due the Mortgage Creditor, the current Plan would fail to pay fully the amount provided under the Plan to allowed secured, priority, and administrative claims and any required amount to be paid to general unsecured claims under the terms of the confirmed Plan by reason of § 1325(a)(4) or otherwise.

The amount set forth in a Notice of Increase of Plan Payment shall become the modified Plan payment, and the Plan base shall be correspondingly increased. The Debtor must file a motion to modify Plan, supported by amended Schedules I and J as well as income verification, if the Debtor believes there is not, at that time, sufficient disposable income to pay the increased Plan payment or there is otherwise basis to amend the Plan rather than pay the increased Plan payment. The Debtor's motion to modify Plan shall be filed no later than thirty (30) days after Trustee's Notice of Increase in Plan Payment is filed.

It is possible that a change in the ongoing mortgage payment will affect the distribution to the unsecured creditors, and this provision of the Plan shall serve as adequate notice of the possibility.

If Debtor is current as of the petition date and elects to pay the ongoing mortgage directly but subsequently defaults, Debtor should file a motion to modify the Plan within thirty (30) days of receiving notice of the default to provide for the payment of the post-petition mortgage arrears. The future ongoing mortgage payments shall be paid by the Trustee. The motion to modify the Plan must state the name, address, and account number of the Mortgage Creditor to whom payments are to be made; the date the Trustee is to commence the ongoing mortgage payments; and the treatment of the post-petition delinquency including the gap between the date when Debtor modified the Plan and the date on which the Trustee is to commence the ongoing mortgage payments. The Trustee may also file a motion to modify the Plan in the event of a post-petition default.

The Standing Order for Chapter 13 Administration for the division in which this case is pending as to ongoing mortgage payments shall also apply.

For cause shown, Debtor may deviate from the procedures set forth in this provision of the Plan provided that Debtor sets forth cause, with specificity, in <u>PLAN PROVISIONS</u> **8. Nonstandard Plan Provisions**. The Trustee and any party in interest may object. Debtor shall have the burden of proving at any hearing on confirmation of the Plan cause for such deviation. Avoidance of administrative fees alone shall not be considered cause.

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The amounts set forth below are Debtor's estimate and the allowed claim shall control as to the amounts. Those creditors holding a secured claim with ongoing mortgage payments are as follows:

Creditor	Property Address	Monthly Mortgage Payment	Interest Rate (for informational purposes only)	Payment Due Date (per contract)	Paid By:
Wells Fargo Home Mortgage	1902 Mountain Star	\$983.00	0.00%	1st	Trustee (Conduit)
					Debtor (Direct)

## 7.7 Secured Claims: Cure Arrears on Long Term Debt and Mortgage Arrears on Debtor's Principal Residence.

Arrears on long term debt and pre-petition mortgage arrearage claims shall be paid pursuant to the payment schedule set forth below. Upon discharge, if the pre-petition arrears and the post-petition ongoing payments are current on Debtor's Principal Residence, the default will be deemed cured and the note reinstated according to its original terms, including the retention of any security interest. The pre-petition arrears set forth below is an estimate only and the Trustee shall pay the pre-petition arrears based on the proof of claim as filed by the creditor, unless a different amount is allowed pursuant to a court order.

If there are insufficient funds to pay the monthly payment to claims within this class, creditors in this class shall be paid on a pro rata basis. If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

The following secured creditors hold claims for arrears in this class:

Creditor	Collateral Description	Estimated Arrearage	Monthly Payment or Method of Distribution	Interest Rate (If applicable)	Remarks
Wells Fargo Home Mortgage	1902 Mountain Star, San Antonio, Texas 78251	\$33,000.00	Pro-Rata	0.00%	Includes 12/18 pmt

# 7.8 Secured Claims: Treatment of Claim and Motion to Value Collateral Pursuant to § 506; and 910 Day Claims/1 Year Claims.

Creditors within this class shall retain their liens on the collateral that is security for their claims until the earlier of: (1) the date the underlying debt, as determined by non-bankruptcy law, has been paid in full; or (2) the date discharge is entered under § 1328. If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Debtor moves to value the collateral described below in the amounts indicated. The values as stated below represent the fair market value of the collateral pursuant to § 506(a)(2). Objections to the valuation of collateral proposed by this Motion and the Plan must be filed no later than fourteen (14) days before the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with the confirmation of the Plan.

The Trustee shall pay the allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the full payment of the claim as specified below, plus interest thereon at the rate specified in this Plan.

Failure of the secured creditor to object will be deemed acceptance of the plan under § 1325(a)(5)(A). Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section 7.11 below.

Debtor Andrea Nicole Benavides

Creditor /	Amount	Fair	Interest	Equal	Unsecured	910
Collateral Description	of Debt (Est)	Market Value	Rate	Monthly Payment	Claim	Claim?

<sup>\*\*\*</sup> Debtor indicates, by notation ( ) that the collateral which secures the claim was purchased within 910 days if a vehicle or within 1 year if personal property pursuant to § 1325(a) (hanging paragraph).

If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

If any secured proof of claim is timely filed for a debt that was either not scheduled or scheduled as unsecured, the claim shall be allowed as secured unless otherwise ordered by the Court. Said claim shall be paid under the Plan with interest at <u>6.5</u> % per annum and shall be paid on a pro rata basis as funds become available after payment of any fixed equal monthly payments payable to other secured creditors listed above.

### 7.9 Wholly Unsecured Claims.

#### NOTICE OF DEBTOR'S INTENTION TO STRIP A WHOLLY UNSECURED LIEN

Debtor proposes a Chapter 13 plan that strips your lien secured by real property to a wholly unsecured claim. The Plan alleges that the value of the real property is less than the amount owed on all liens that are senior in priority to your lien. Your claim will receive no distributions as a secured claim but will receive distributions as a general unsecured claim.

If you disagree with the treatment proposed by the Plan that will terminate your lien and that will pay your claim as a general unsecured claim, you must file an objection to the Plan no later than fourteen (14) days before the confirmation hearing date. If you fail to object, the Bankruptcy Court may approve the Plan without further notice.

Upon entry of a Discharge Order, the holder of the lien is required to execute and record a full and unequivocal release of its liens, encumbrances and security interests secured by the real property and to provide a copy of the release to the Trustee, Debtor, and Debtor's counsel. Notwithstanding the foregoing, the holder of a lien that secures post-petition homeowners' association fees and assessments will be allowed to retain its lien, but only to secure (i) post-petition assessments; and (ii) other post-petition amounts, such as legal fees, if such post-petition amounts are incurred with respect to post-petition fees and assessments, and are approved by the Court, if incurred during the pendency of the bankruptcy case.

This provision does not apply if a secured creditor does not file a proof of claim.

Notice of this Plan provision must be provided by the Debtor to the secured creditor in accordance with Fed. R. Bankr. P. 7004.

The following claims shall be paid as a general unsecured claim as there is no equity in the collateral to secure the claim.

If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Those creditors holding secured claims that are wholly unsecured and are within this class are as follows:

Creditor	Collateral	Fair Market Value	Amount of Senior Lien(s)

#### 7.10 Motions to Avoid Lien Pursuant to § 522(f).

The Bankruptcy Code allows certain liens to be avoided. If a lien is avoided, the creditor's claim, to the extent allowed, will be treated as a general unsecured claim under Section 7.11. The amount of the debt set forth in the Plan is Debtor's estimate and if the actual allowed claim is in a different amount, the unsecured amount to be treated pursuant to the Plan shall be the amount due on the allowed claim.

If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

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Andrea Nicole Benavides

Case number 18-52638G

Debtor moves under § 522(f) to avoid the following liens that impair exemptions. Objections to this treatment must be filed no later than fourteen (14) days before the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with the confirmation of the Plan. (Debtor must list the specific exempt property that the lien impairs and the basis of the lien--e.g. judicial lien, non-PMSI, etc.).

Creditor	Property Subject to	Lien	Secured	Type of Lien
	Lien	Amount to	Amount	
		be Avoided	Remaining	

#### 7.11 General Unsecured Claims.

Creditors within this class hold general unsecured claims that are not otherwise provided for in the Plan, including but not limited to creditors' unsecured claims arising by reason of lien avoidance or lien strip, rejection of executory contracts or leases, or bifurcation of a claim. Payments to holders of allowed claims within this class shall be disbursed on a pro rata basis and shall be disbursed after payment of other creditors. The amounts set forth as unsecured claims in Debtor's schedules are estimates only, and payments to holders of allowed general unsecured claims shall be based upon allowed claim amounts.

Debtor Andrea Nicole Benavides	Case number 18-52638G		
8. Nonstandard Plan Provisions			
Nonstandard Plan Provisions.			
The following Plan provisions will be effective only if there is a check in the	box in Section 1.3 of the Plan.		
Attorney Fees			
Pay fees in full first 4 months then \$400/mo or more as funds become available.	ilable, pursuant to paragragh 2(e) of the 2016		
Standing Order.			
Egilure to place any penetandard provision in this coetion regults in the nex			
Failure to place any nonstandard provision in this section results in the nor	standard provision being void.		
I certify that all nonstandard plan provisions are contained in this section of the Pl			
I certify that all nonstandard plan provisions are contained in this section of the Pl			
I certify that all nonstandard plan provisions are contained in this section of the Plant Debtor's Attorney or Pro Se Debtor			
I certify that all nonstandard plan provisions are contained in this section of the Pl			
I certify that all nonstandard plan provisions are contained in this section of the Plant Debtor's Attorney or Pro Se Debtor			

# Certificate of Service

Debtor shall be responsible for service of the Plan on the Trustee and all parties in interest.

Joint Debtor

# **UNITED STATES BANKRUPTCY COURT** WESTERN DISTRICT OF TEXAS **SAN ANTONIO DIVISION**

IN RE: Andrea Nicole Benavides

15000 Surveyor Blvd, Ste 100

Addison, TX 75001

CASE NO. 18-52638G

CHAPTER 13

## **CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that attachments, was served on each par	ty in interest listed below, by placing each copy ir	ned Chapter 13 Plan, with any n an envelope properly addressed,		
postage fully prepaid in compliance wi	th Local Rules.	The state of the s		
Date:		NI.		
		J. Todd Malaise Attorney for the Debtor(s)		
Ad Astra Recovery 8918 W 21st St N Suite 200 Mailbox 303 Wichita, KS 67205	Bexar County c/o Don Stecker Linebarger Goggan Blair & Sampson 711 Navarro, Ste. 300 San Antonio, TX 78205	Chase P.O. Box 15398 Wilmington, DE 19850-5298		
American Education Services P.O. Box 2461 Harrisburg, PA 17105-2461	Bill Me Later P.O. Box 105658 Atlanta, GA 30348	Debt Resolution Services 4940 S. Wendler Dr., Ste. 101 Tempe, AZ 85282		
Andrea Nicole Benavides 1902 Mountain Star San Antonio, TX 78251	Bonial & Associataes, PC 14841 Dallas Parkway, Suite 425 Dallas, TX 75254	Dept Of Ed/Nelnet Attn: Claims PO Box 82505 Lincoln, NE 68501		
Attorney General of the US Department of Justice 950 Pennsylvania Ave. NW Washington, DC 20530	Cal-Western Reconveyance Corp. PO Box 22004 El Cajon, CA 92022	Dept Of Education/neln 121 S. 13th. St. Lincoln, NE 68508		
Barrett, Daffin Frappier Turner & Engel, LLP	CashNetUSA 200 West Jackson, Suite 1400 Chicago, IL 60606	Fandistg PO Box 22717 Rochester, NY 14692		

Chicago, IL 60606

# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

IN RE: Andrea Nicole Benavides

CASE NO. 18-52638G

CHAPTER 13

### CERTIFICATE OF SERVICE

(Continuation Sheet #1)

HSBC Bankruptcy Dept P.O. Box 9068 Brandon, FL 33509 NCO Financial Systems, Inc. 507 Prudential Rd Horsham, PA 19044

Security Service Federal Credit Union 116211 La Canterra San Antonio, Texas 78256

Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346 PCS Legal Group PO Box 41200 Olympia, WA 98504 Seventh Ave 1112 7th Ave Monroe, WI 53566

JC Penney's PO Box 960001 Orlando, FL 32896-0001 Performant Recovery, Inc. PO Box 9057 Pleasanton, CA 94566 Speedy Cash 3611 N. Ridge Rd. Wichita, KS 67205

Mary K. Viegelahn Chapter 13 Standing Trustee 10500 Heritage Blvd, Ste. 201 San Antonio, TX 78216 Portfolio Recovery Attn: Bankruptcy PO Box 41067 Norfolk, VA 23541 T.G. PO Box 659602 San Antonio, TX 78265

Midwestern Financial 8802 Marbach Road San Antonio, TX 78227 River City FCU 610 Augusta San Antonio, TX 78215 The Swiss Colony 1112 7th Ave. Monroe, WI 53566

MRS Associates 1930 Olney Ave. Cherry Hill, NJ 08003 Sams Club GE Consumer Finance PO Box 103104 Roswell, GA 30076 TLRA 1700 West Loop South, Ste 500 Houston, TX 77027

National Ent. 29125 Solon Rd. Solon, OH 44139 Security Credit Service PO Box 1156 Oxford, MS 38655 Transworld Sys Inc/79 PO Box 15943 Wilmington, DE 19850

# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

IN RE: Andrea Nicole Benavides

CASE NO. 18-52638G

CHAPTER 13

#### CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Transworld Sys Inc/926 507 Prudential Rd Horsham, PA 19044 Wachovia Mortgage/World Savings and

Loan

Attn: Bankruptcy Dept.(T7419-015)

PO Box 659558

San Antonio, TX 78265

Tx Guar Std

TG/Attn. Bankruptcy Department

PO Box 659602

San Antonio, TX 78265

Wells Fargo Bank, NA PO Box 266000

Dallas, TX 75326

United States Trustee 615 E Houston, Ste 533 San Antonio, TX 78205 Wells Fargo Card Service

1 Home Campus

3rd Floor

Des Moines, IA 50328

US Attorney's Office 601 NW Loop 410, Ste 600 San Antonio, TX 78216

Wells Fargo Home Mortgage
Written Correspondence Resc

Written Correspondence Resolutions MAC#X2302-04E PO Box 10335

Des Moines, IA 50306

VA Regional Office Office of District Counsel 2515 Murworth Drive Houston, TX 77054 World Acceptance Corporation

PO Box 6429

Greenville, SC 29606

Victor Cervantes 1411 S. San Ignacio San Antonio, TX 78237

Victoria's Secret Attention: Bankruptcy PO Box 182125 Columbus, OH 43218